

Vendor AGA GAS INC Remit to: PO BOX 94706

CLEVELAND OH 44131

AGA GAS INC Name and Address Cntct: Jeff Cass

6055 ROCKSIDE WOOD BLVD of Vendor: INDEPENDENCE OH 44131

000000000000000000009300

1 **of** 1 Requisition Nbr.: Pen/Corr. Industrial Facility

Page

Effective Date: 01/01/2002 **Expiration Date:** 12/31/2004

Agency Number:

Facility: BB9-2-0121 Vendor Federal ID: 340122550 Vendor Telephone Nbr: 216-573-7873--Name Of Contact Pers: Jeff Cass **FAX Number:** 216-573-7873--

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement.

The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement. Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.

Line Number Quantity UNIT **Article and Description Unit Price**

Continuity of Services

A. The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:

- 1. Furnish phase-in training, and
- 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:

Telephone: (317) 232-3053

- 1. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and
- 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

999,999,999.00 80 00000000100002088 Nitrogen,Liquid,TotalUsage 0.0330

2 999,999,999.00 MON00000000100002089 Tank, Storage, Rental, Delivery System 1,250.0000

Signature of Purchasing Officer	Typed Name	Signature Of Approval Office Of the State Attorney General	
	Date Signed	Typed Name	Date Signed
Authorized Signature Indiana Department Of Administration Procurement Division 402 West Washington Street, Rm W468 Indianapolis, Indiana 46204			